

AGREEMENT BETWEEN

U.S. ARMY ORDNANCE
MISSILE & MUNITIONS CENTER & SCHOOL

AND

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1858
AFL - CIO

Effective 6 Jun 92

SUPPLEMENT TO THE NEGOTIATED AGREEMENT
BETWEEN U.S. ARMY ORDNANCE MISSILE AND
MUNITIONS CENTER AND SCHOOL

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,
LOCAL 1858

AFL-CIO

ARTICLE 67 - GRIEVANCE PROCEDURE

EFFECTIVE 6 JUNE 1992

ARTICLE 67

GRIEVANCE PROCEDURE

Section 1. General

a. The purpose of this Article is to provide for a mutually satisfactory method applicable only to the bargaining unit for resolving grievances covered in Section 2 below. This is the exclusive procedure available to the Employer and the Union and the employees in the bargaining unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union.

b. Nothing in this Article is intended to deny any employee or group of employees in the bargaining unit the right to present grievances covered in Section 2 below to the appropriate level of management and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment.

c. An employee or group of employees filing a grievance under the provisions of this Article is assured of freedom from restraint, interference, coercion, discrimination, or reprisal.

d. An employee or group of employees filing a grievance under this procedure shall be represented by a Union Official or by a representative approved in writing by the Union. However, the employee or group of employees may elect to represent himself as long as the provisions of Section 1b above are complied with.

e. This Article is designed to provide an ethical, orderly, and suitable means for resolving Employer/employee and Union grievances. Accordingly, the Union agrees that, when representing members of the Bargaining Unit, it will not take a grievance off the Installation before an appropriate management official has been given an opportunity to resolve the problem in a timely manner.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, one employee's grievance shall be selected by the Union for processing and that all decisions for that one grievance will be binding on the other grievance. When this procedure is utilized, the Union will provide the Employer in writing the names of all grievants involved.

g. If an employee who has filed a grievance resigns or dies before decision is reached on a grievance being processed and no question of pay is involved, action will be stopped and all parties will be notified. A copy of this notification shall be made a part of the case record.

Section 2. Coverage

a. The procedures set forth in this Article cover grievances over the interpretation, application, and/or violation of this Agreement; disciplinary and adverse actions; and the interpretation and application by the Employer or published policies and regulations issued or implemented at any level up to and including the Office of Personnel Management which concern conditions of employment, as may be appropriate under applicable law.

b. Except as otherwise provided for in this Agreement, matters expressly excluded by law or regulation or for which a statutory appeal right exists are excluded from coverage under this procedure.

c. Employees filing grievances concerning disciplinary (written reprimands or suspension of 14 days or less) and adverse actions will begin with the third step of this grievance procedure. Grievances concerning disciplinary or adverse actions must be filed within 20 calendar days after receipt of the decision letter related thereto, or within 20 calendar days after the effective date of the action, whichever is later.

d. Unless excluded from the coverage of this article, employees, at their discretion, may file grievances related to adverse actions either under this negotiated grievance procedure; or may appeal them under appropriate appellate procedures; but not both. An employee shall be determined to have exercised the option of filing under this grievance procedure or appealing the matter at such time as he files a timely grievance in writing at the third step of this procedure, or at such time as he files a timely notice of appeal under appropriate appellate procedures, whichever occurs first.

e. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration may be referred to an arbitrator in accordance with Section 5 of this Article. If such a question arises, the grievance proceedings will be halted without prejudice to either party until receipt of the arbitrator's decision.

Section 3. Employee Grievance Procedure

a. First Step:

(1) The employee and/or his Union representative will advise the immediate supervisor (in the event that the grievance involves the immediate supervisor, the first contact may be with the next level supervisor) within 10 workdays after the act, or knowledge of the act, or specific incident giving rise to the grievance that he is instituting the negotiated grievance procedure. The supervisor will acknowledge the request and set a time and date for the meeting. At the meeting, the employee and his Union representative, if any, must present (may be orally) the nature of the problem for resolution and the personal relief sought. Grievances resulting from continuing conditions may be presented at any time. Failure to adhere to the time limit shall result in denial of the grievance if the aggrieved party causes the delay.

(2) If there is no question as to grievability or timeliness and the matter is within the scope of the supervisor's authority, an effort will be made to work out a mutually satisfactory adjustment. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the issues involved prior to referral to Step 2.

(3) The First Step supervisor will render a brief written decision to the grievant and his Union representative, if any, within 5 workdays after conclusion of the First Step discussion.

(4) If the employee is dissatisfied with the decision of the First Step supervisor, he will, within 5 workdays after the decision, provide a written notice to the First Step supervisor to advise of his desire to pursue the grievance further. The written notice will be in the following format:

EMPLOYEE GRIEVANCE REPORT

Employee's Name _____ Series and Grade _____

Title _____

Telephone _____ Organization _____

Supervisor _____

Name of Representative (if any) and Telephone No. _____

Nature of grievance, including Article(s) of the negotiated agreement; policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraphs, etc.). An explanation specifying how, when, and to what extent the negotiated agreement, policies, or regulation(s) were violated, and the personal relief sought.

Date _____ Employee's Signature _____

b. Second Step:

(1) Upon receipt of written notice, the Employer will make arrangements for a discussion of the matter between the employee, his Union representative, if any, and the Second Step deciding official who will be the Chief of the Primary Organizational Element (POE) immediately below the Commandant or comparable level having authority to resolve the grievance identified in the Employee Grievance Report. The responsibility of the Second Step deciding official (Chief of the POE) may be delegated to the Chief of a next lower level organization only in emergencies or by agreement of the parties or when functional responsibilities have been specifically designated to a position by the Commandant or comparable level. The grievant and his/her Union representative, if any, shall be consulted on their availability for the Second Step meeting before scheduling. The employee and Union representative will be provided written notice of when and where the meeting will be held. The Employer will forward a copy of the meeting notice to the Union President. This meeting will be held within 10 workdays after the date of receipt by the supervisor of the Employee Grievance Report.

(2) The meeting will include as a minimum, the Second Step deciding official, the Union representative, if any, and the grievant. Documents relating to the grievance and utilized by either party at this meeting shall be made available to the other party, subject to legal, regulatory or other restrictions (e.g., Privacy Act, etc.). Management and Union representatives will be permitted to question the grievant and any other attendees concerned with the case. The Second Step deciding official will provide a stenographer from within his/her workforce to take minutes and to come as close as possible (within his/her own capabilities) to recording verbatim testimony of witnesses during examination. A copy of the stenographer's minutes of the Second

Step meeting shall be provided to the Union at the time the Second Step decision is rendered. If the grievance is pursued to the Third Step, the stenographer's minutes shall be included as part of the package submitted to the Commandant or comparable level. The Second Step deciding official shall render a written decision, to include documentation and the basis for the decision, within 10 workdays after the Second Step meeting. The Chief of the POE will concur (in writing) in decisions rendered by the Chief of the next lower level organization.* In the event that the Second Step decision is not acceptable to the grievant, the employee may submit a grievance in writing to the Commandant or comparable level. The written grievance shall be submitted within 10 workdays after receipt of a decision from the Second Step deciding official.

c. Third Step:

(1) The written grievance will be addressed through the Assistant Commandant to the Commandant, ATTN: Civilian Personnel Office (AMSMI-PT-CP-ME). A copy of the grievance, as filed with the Commandant or comparable level, must be furnished at the same time to the Second Step deciding official and to the President, AFGE, Local 1858. The grievance package will contain the following information:

(a) Employee's name and organization and the name of the Union representative (if any).

(b) Specific nature of grievance including Article(s) of the negotiated agreement, policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraph, etc.).

(c) An explanation specifying how, when, and to what extent the negotiated agreement, policies, or regulations were violated.

(d) Personal relief sought.

(e) Statement that an attempt has been made to resolve the grievance in accordance with Steps One and Two.

(f) A copy of the Employee Grievance Report and the written decision from the Second Step.

(g) Employee position paper (if desired).

(2) The Second Step deciding official and the Union may submit a position paper to the Commandant, ATTN: Civilian Personnel Office (AMSMI-PT-CP-ME), within 10 workdays after receiving a copy of the written grievance submitted at the Third Step. The Union's position paper at the Third Step may be submitted in a sealed envelope to be opened only by the Commandant.

(3) The Commandant, or his designee will grant or deny the grievance. A copy of the decision will be furnished to the grievant/Union within 20 workdays after completion of c(2) above. The position papers, if any, developed by the Second Step deciding official and the Union shall be included in the Third Step decision package when returned to the grievant and the Union President.

(4) If the decision of the Commandant or his designee is not acceptable, the Union may refer the grievant to arbitration in accordance with this Agreement.

Section 4. Union-Employer Grievance Procedure

Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner. The complaining party will notify the other party of the grievance in writing within 15 workdays after the act or specific incident giving rise to the grievance. Within ten workdays of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party will so advise the other party in writing within ten workdays after the most recent discussion. Within ten workdays of this advice, the complaining party may request arbitration in accordance with Section 5 of this Article.

Section 5. Arbitration

a. This procedure provides for the arbitration of grievability of arbitrability questions and unresolved grievances which have been processed under the negotiated grievance procedure of this Article. Arbitration may be invoked by the Employer and/or the Union but not by the employee.

b. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to grievability, arbitrability or statutory appeal procedures under this Agreement may be referred by either party to an arbitrator

for decision. Grievance or arbitration proceedings will be halted without prejudice to either party until a decision is received by the parties from the designated arbitrator.

c. A request for arbitration by the Employer or the Union must:

(1) Be in writing and addressed to the Commandant, U.S. Army Ordnance Missile and Munitions Center and School or the President, Local 1858, AFGE as appropriate;

(2) Specify the issue, reasons for the request, and the Article(s) of this Agreement, policies, regulation(s), as may be appropriate under applicable law, (to include paragraphs, subparagraphs, etc.) which are at issue;

(3) Specify the personal relief sought;

(4) Transmit copies of all previous correspondence and/or records in the case; and

(5) Be submitted within 20 workdays after any of the following action:

(a) Receipt of notice rejecting an issue for grievance or arbitration by either party.

(b) Receipt by the employee of the Employer's decision issued in accordance with Section 3c(4) of this Article.

(c) Receipt of the respondent decision issued in accordance with Section 4 of this Article.

d. If following a third step decision, a question on grievability/arbitrability is raised and an arbitrator rules the matter is grievable/arbitrable, then each party agrees that the matter will be immediately taken up by the arbitrator for a decision as to the merits of the grievance.

e. Ten workdays or no later than 20 workdays from the date of receipt of the written arbitration request referred to in Section 5c above, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 workdays after receipt of this list to select an arbitrator. If they cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

f. The arbitration hearing shall be held during regular hours of Monday through Friday. In accordance with applicable regulations, the aggrieved employee, his representative, and necessary employee witnesses (if Department of the Army employees) shall be in a pay status, if otherwise in a duty status, without charge to annual leave while participating in the arbitration hearing.

g. The fee and expenses, if any, of the arbitrator shall be shared equally by the Employer and the Union, except that the travel and per diem cost to the Employer shall be limited as specified in applicable regulations. Cost of witnesses will be borne by the party requesting appearance of said witness. Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made, and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. Should the other party solicit and/or obtain a copy of the transcript through any means, they must pay one-half of the total initial cost of having the transcript made to the party originally requiring the transcript. Other costs shall be shared equally by the Employer and the Union.

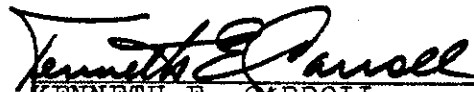
h. The arbitrator shall be requested by the parties to render his decision as quickly as possible, but in any event no later than 20 workdays after the conclusion of the hearing unless the parties agree otherwise. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend or modify this Agreement. The arbitrator's decision is subject to the provisions of this negotiated Agreement; existing laws, Executive Orders, regulations and policies. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union.

i. It is understood that either the Employer or the Union may file an exception to the arbitrator's award with the Federal Labor Relations Authority under applicable regulations. In the event an arbitrator's award is appealed by the Union or Employer to the Federal Labor Relations Authority, then the award shall be stayed pending the Authority's final determination.

j. Public news releases concerning any information involved in any arbitrations case will not be made by either party until the case is finally adjudicated.


k. When the arbitrator has been selected in accordance with this Article, the party withdrawing from arbitration prior to the arbitration hearing shall pay the full cost of any cancellation fee charged by the arbitrator. If the grievant dies after arbitration has been requested and the arbitration is subsequently cancelled, the Employer shall pay the full cost of any cancellation fee charged by the arbitrator.

FOR MANAGEMENT:


KENNETH E. CARROLL
Chief Negotiator
OMMCS

10 Sep 92
DATE

FOR THE UNION:


GEORGE W. ALLEN, JR.
Chief Negotiator
AFGE Local 1858

Sept 10 1992
DATE

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PURPOSE	1
2	PREAMBLE	2
3	AUTHORITY	3
4	GENDER STATEMENT	4
5	DEFINITIONS	5
6	COVERAGE	6
7	AGREEMENT	7
8	PROVISIONS OF LAWS AND REGULATIONS	8
9	REGULATIONS	9
10	RIGHTS AND OBLIGATIONS	10
11	UNION REPRESENTATION	13
12	TRAINING OF UNION REPRESENTATIVES	16
13	PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES	17
14	AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES HEALTH PLAN	20
15	HOURS OF WORK AND BASIC WORK WEEK	21
16	ALTERNATIVE WORK SCHEDULE	23
17	OVERTIME	28
18	SHIFT OPERATIONS	29
19	NON-SHIFT SENIORITY	30
20	BUZZERS, BELLS, TIMECLOCKS, ETC.	31
21	DRESS CODE	32
22	PROFIT SHARING PROGRAM	33
23	TRAVEL	34
24	MERIT PROMOTION	36
25	CIVILIAN CAREER PROGRAM VACANCIES	37
26	DETAILS	38
27	TEMPORARY AND PROBATIONARY EMPLOYEES	39
28	CONSULTANTS AND EXPERTS	40
29	REASSIGNMENT - NON-RIF RELATED.....	41
30	PRIORITY PLACEMENT	42
31	REDUCTION IN FORCE (RIF) AND TRANSFER OF FUNCTION (TOF)	43
32	COMPETITIVE AREA	44
33	COMPETITIVE LEVEL	45
34	EMPLOYEE RECORD CARD	46
35	TRAINING AND EMPLOYEE DEVELOPMENT	47
36	LEAVE	48
37	SPECIAL HOLIDAYS	51
38	ESTABLISHED POSITIONS	52
39	JOB DESCRIPTIONS	53
40	JOB CLASSIFICATION	54
41	POSITION CLASSIFICATION STANDARDS	55
42	PREMIUM PAY FOR HAZARDOUS DUTY	56
43	TABLES OF DISTRIBUTION AND ALLOWANCES	57
44	REORGANIZATION	58
45	DISCIPLINARY ACTIONS	59
46	ADVERSE ACTIONS	60
47	WORKER'S COMPENSATION	61

TABLE OF CONTENTS (CONTINUED)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
48	SURVIVOR'S BENEFITS ORIENTATION	62
49	CIVILIAN COUNSELING SERVICES	63
50	EMPLOYEE SERVICES AND CIVIC WELFARE ACTIVITIES	65
51	INCENTIVE AWARDS - SUGGESTION PROGRAM	66
52	EQUAL EMPLOYMENT OPPORTUNITY	67
53	SEXUAL HARASSMENT	68
54	RESERVED PARKING	69
55	NEW TECHNOLOGY	71
56	HEALTH AND SAFETY	72
57	CONTRACTING-OUT UNDER THE COMMERCIAL ACTIVITIES PROGRAM (CAP)	73
58	IMPACT BARGAINING	75
59	FITNESS-FOR-DUTY PHYSICAL EXAMINATION	76
60	USE OF OFFICIAL FACILITIES	77
61	EVALUATION OF INSTRUCTION	78
62	WITHIN GRADE INCREASES FOR CLASS ACT EMPLOYEES	79
63	FREEDOM OF INFORMATION	81
64	EMPLOYEE'S PERSON AND POSSESSIONS	82
65	PERFORMANCE APPRAISAL SYSTEM	83
66	NEW EMPLOYEES	86
67	GRIEVANCE PROCEDURES	87

ARTICLE 1

PURPOSE

The well-being of the employees and the efficient and economical operation of the United States Army Ordnance Missile and Munitions Center and School (USAOMMCS) require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of Employer policies and procedures affecting them contributes to the effective conduct of public business. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement. It is the purpose of this Agreement, therefore:

a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.

b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.

c. To indicate the nature of the subject matter of proper mutual concern. It is intended that this Agreement will meet the following objectives:

(1) Ensure employee participation in the formulation and implementation of personnel policies and procedures affecting them.

(2) Provide for the highest degree of efficiency and responsibility in accomplishing the mission of the USAOMMCS.

(3) Promote employee-management cooperation.

(4) Facilitate the adjustment of grievances.

ARTICLE 2

PREAMBLE

This Agreement is made between the UNITED STATES ARMY ORDNANCE MISSILE AND MUNITIONS CENTER AND SCHOOL, hereinafter referred to as the Employer, and LOCAL 1858, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO), hereinafter referred to as the Union.

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Civil Service Reform Act of 1978, Title VII, to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest at the UNITED STATES ARMY ORDNANCE MISSILE AND MUNITIONS CENTER AND SCHOOL.

Now, therefore, the parties hereto agree as follows:

ARTICLE 3

AUTHORITY

This agreement is entered into under the authority granted in the Civil Service Reform Act of 1978, Civilian Personnel Regulation 700, and letter of exclusive recognition dated 27 February 1964 from the Commandant, US Army Ordnance Guided Missile School, to the President, Local 1858, American Federation of Government Employees (AFGE).

ARTICLE 4

GENDER STATEMENT

In this agreement the words "he," "him," or "his" are intended to include both the masculine and feminine genders unless otherwise indicated.

ARTICLE 5

DEFINITIONS

a. Negotiation - The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting unit employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

b. Conditions of Employment - Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters:

(1) Relating to prohibited political activities.

(2) Relating to the classification of any position.

(3) To the extent such matters are specifically provided for by Federal statute.

c. Consultation - Where used in this Agreement, consultation is defined as the process through which the Employer or the Union obtains the views of the other party for careful consideration and understanding of the other party's position.

d. Adverse Actions - Defined as:

(1) Reductions in grade or removals based on unacceptable performance, as defined in Chapter 43, Section 4303, Title 5, US Code.

(2) Removals; suspensions of more than 14 days; reductions in grade; reductions in pay; and furloughs of 30 days or less, as defined in Chapter 75, Section 7512, Title 5, US Code.

e. Supervisor - As defined by Chapter 71, Section 7103(a)(10), Title 5, US Code.

f. Confer - A meeting between representatives of the parties in a good faith effort toward agreement on issues relating to working conditions and personnel policies and practices conducted in accordance with requirements of Chapter 71, Title 5, US Code.

ARTICLE 6

COVERAGE

Section 1. Exclusive Recognition and Coverage of the Agreement

The Employer recognizes the Union as the exclusive bargaining representative for all eligible employees (hereinafter referred to as the employee) within the bargaining unit as outlined below.

Section 2. Bargaining Unit

The recognized bargaining unit includes, and this Agreement is only applicable to, all current and future eligible civilian employees of the USAOMMCS, Redstone Arsenal, Alabama, except for the following:

- a. Management officials.
- b. Employees engaged in personnel work in other than purely clerical positions.
- c. Supervisory employees.
- d. Temporary employees (appointment for 90 days or less).
- e. Any other employee excluded by the Civil Service Reform Act of 1978.

ARTICLE 7

AGREEMENT

Section 1. Effective Date

This Agreement will be binding on all parties after dated signatures of the following:

- a. President, Local 1858, American Federation of Government Employees.
- b. Commandant, U.S. Army Ordnance Missile and Munitions Center and School.

With approval by the U.S. Army Training and Doctrine Command (TRADOC) in accordance with Section 7114(c), Title 5, US Code.

Section 2. Amendment to Agreement

Where new laws or changes in existing laws or regulations have the effect of negating or invalidating any portion of this Agreement, which includes changes in working conditions and personnel policies, a request for revision to adopt provisions that conforms with the new or amended law, directive, or regulation may be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party. The other party shall respond within 30 calendar days as to whether they desire to negotiate. Amendments shall be binding after signatures of the parties and approval of TRADOC in accordance with Section 7114(c), Title 5, US Code.

Section 3. Renewal and Termination

This Agreement shall be binding upon the Employer and the Union for a period of 3 years from the effective date of this Agreement and renewed from year-to-year thereafter unless either party shall notify the other in writing, not more than 90 days nor less than 60 calendar days prior to the initial expiration date, or to any subsequent expiration date, of its desire to renegotiate or terminate this Agreement. If neither party shall notify the other within the time limit specified hereinabove to renegotiate or terminate this Agreement, the Agreement will remain in effect.

Section 4. Distribution

Fifty copies of this Agreement and all amendments shall be provided by the Employer to the Union. It is further agreed that copies of the Agreement shall be posted on official bulletin boards. Copies shall be made available to members of the bargaining unit on a loan basis at the USAOMMCS Technical Library.

ARTICLE 8

PROVISIONS OF LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, except for those matters specifically excluded by statute, the Union and the Employer are governed by existing or future laws and the regulations of appropriate authorities involving conditions of employment or the interpretation and application of agency policies, regulations, and practices not specifically covered by this Agreement.

ARTICLE 9

REGULATIONS

a. The Employer shall provide the Union one copy of changes to Army Civilian Personnel Regulations (CPR) and Army Regulations (AR), 690 series only, upon their receipt through normal publications channels. The Employer shall provide the Union one copy of U.S. Army Missile Command regulations (MICOMR), 690 series only, and changes thereto upon publication.

b. The Employer agrees to provide the Union with advance written notice of local regulations that would implement new personnel policies and practices and matters affecting working conditions as they apply to the bargaining unit employees and that are not covered by the provisions of this Agreement. If the Union desires to negotiate concerning such local regulations, it must so notify the Employer in writing, within 10 working days of the date of the advance written notice.

ARTICLE 10

RIGHTS AND OBLIGATIONS

Section 1. Mutual Rights and Obligations

a. The Employer and the Union mutually agree that this Agreement is the primary basis for labor-management relations within the exclusive bargaining unit. In prescribing regulations relating to conditions of employment, the Employer and the Union shall have due regard for the obligation to meet and confer imposed by Public Law 95-454. The Agreement shall at all times be applied in accordance with governing laws and regulations.

b. To the extent that local regulations of the Employer shall conflict with this Agreement, the provisions of this Agreement shall govern.

c. Union Stewards and first-line supervisors shall consult as required to assure uniform interpretation, understanding, and implementation of this Agreement. In the event of conflict in interpretation and/or application of this Agreement, the supervisor and the Union Steward will refer the matter for clarification to higher echelons in their respective organizations.

d. Nothing in this Agreement shall be construed as restricting either party from meeting with the other to consult.

Section 2. National Security

Employer and Union jointly recognize in the interest of national security the requirement for uninterrupted, orderly, economical, and efficient accomplishment of USAOMMCS missions. To this extent, the Employer and the Union agree that accomplishment of these missions will be a major consideration in all consultations and/or agreements developed by the Employer and the Union in their day-to-day association.

Section 3. Employer Rights

The Employer retains all management rights provided by Public Law 95-454, Chapter 71. Nothing in this Agreement shall be interpreted to affect the authority of the Employer to exercise such rights.

Section 4. Employer Obligations

a. The Employer agrees to consider Union announcements of meetings for publication in the unofficial section of the Employer's Weekly Bulletin on a space available basis. Such information will be limited to announcements of Union Steward and membership meetings and meetings for election of Union officials.

Section 5. Union Rights

a. When the Employer receives notice of firm dates for manpower surveys or position and pay management surveys of USAOMMCS-wide resources, the Union will be informed of these dates.

b. Local 1858, AFGE retains all Union rights provided by Public Law 95-454, Chapter 71. Nothing in this Agreement shall be interpreted to affect the authority of the Union to exercise such rights.

c. Under the terms of this Agreement, the Union has the exclusive right to represent all eligible employees of the unit under the provisions of this Agreement and the Civil Service Reform Act of 1978. The Union shall be given the opportunity to be represented at discussions between management and employee or employee representatives concerning personnel policies and practices or other matters affecting general working conditions of the employees in the unit. The Union's right to be present shall not extend to informal discussions between an employee and supervisory officials when the employee does not desire the presence of Union representatives.

c. The Union has the right to represent any employee in the bargaining unit in connection with a grievance, if the employee involved desires representation.

Section 6. Union Obligations

a. The Union obligates itself and agrees to represent in good faith the interest of all employees in the bargaining unit without discrimination and without regard to membership in the Union.

b. The Union will not publicize problems, disagreements, issues, etc., involving the Employer and the Union unless the Employer has been given reasonable opportunity to resolve the situation.

Section 7. Employee Rights

a. Any employee shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization or to refrain from any such activity. In the exercise of this right, employees and their representatives shall be free from any and all interference, coercion, restraint, and discrimination. Organization membership shall neither be encouraged nor discouraged by the Employer or its representatives.

b. Any employee within the bargaining unit has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies. The employee may choose his own representative in a grievance or appeal action filed in accordance

with regulatory procedures. However, for grievances filed under this Agreement, the Union must provide or approve a representative if requested by the employee.

c. The employee has a right to engage in informal discussions with supervisory officials without the presence of Union representatives, if he so desires.

d. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization.

ARTICLE 11

UNION REPRESENTATION

Section 1. Elected Union Officials and Appointed Officials of Local 1858

a. The Employer agrees to recognize the elected Union officers, designated representatives, and Shop Stewards of the Union.

b. Assistant Vice Presidents (VP's) and/or Shop Stewards are appointed by the President of the Local.

c. The Union agrees to furnish the Employer a list of names of all elected officers, assistant VP's, and Shop Stewards within 20 working days after the effective date of this Agreement. Changes to the list will be furnished within 10 working days after any new or changed personnel assignments. Vice Presidents, Assistant VP's, and Stewards on the list must be members of the bargaining unit. The list will identify the specific organizational element or physical area for which each Steward is assigned to represent. There will be no overlap of prime area of representational assignment.

d. In the event a Steward is transferred by SF 50 to another organizational element, the previous designation as Shop Steward will be void unless redesignated in the new area by the Union President.

e. Subject to overriding consideration for assignment of the work force to meet operational requirements, the Employer agrees to assign elected Union officers to the day shift.

f. The Employer agrees that no Steward of the Union shall be transferred from one work shift and/or shop to another without prior consultation, if requested by the Steward, between the Employer and the VP of Local 1858, AFGE for the USAOMMCS.

Section 2. Performance of Union Duties

a. The Employer and the Union jointly agree that the interest of both parties will be best served by a climate of mutual respect and good working relations among all levels of their respective representations. To this end supervisors and Union representatives will:

(1) Meet informally to exchange information and resolve potential problems.

(2) Make every effort possible to resolve problems at the lowest organizational level.

b. The Union agrees that its officers and Stewards will not use official duty time to conduct internal affairs of the Union such as: collection of dues or other assessments, the solicitation of membership, circulation of authorization cards or petitions, distribution of literature related to Union activities, or campaigning for elective office in the Union.

c. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officer or Steward because of the performance of his Union duties.

Section 3. Representation Duties and Official Time Use

a. Elected Union officials (i.e., President, Executive Vice President, Treasurer, Secretary, and Sergeant at Arms) and Shop Stewards, when members of the bargaining unit, will be allowed a reasonable amount of duty time during their regular work hours to serve in their official Union capacity for the purpose of representing employees in the bargaining unit. Above duty time will be for the purpose of:

(1) Consulting with supervisors and/or management officials on USAOMMCS policies and/or on matters affecting employee working conditions.

(2) Assisting employee(s) in preparing data for a grievance.

(3) Representing the employee(s) through all steps of the grievance procedure.

b. The Union agrees to conduct business with dispatch during working hours and to guard against use of Union positions for unwarranted absences from assigned work areas. The Union agrees, whenever practicable, to utilize the telephone for local calls in performance of Union representational duties.

c. A Union representative desiring to use official time for the performance of his properly assigned representational duties will request permission of his supervisor for the use of this official time. Permission will be granted unless compelling job-related reasons require the presence of the Union representative. If the permission is denied, Employer will, if requested, state in writing the reason for refusal.

d. The Union agrees that prior to entering a work area other than the organizational area in which assigned, Union representatives will arrange with the appropriate supervisor to see the employee who has requested Union representation. Approval will be granted unless work commitments dictate a need for delay.

e. The Union agrees to assign its Shop Stewards as evenly as possible within the various areas of the USAOMMCS.

f. Any suspected abuse of the foregoing procedure will be brought immediately to the attention of the Employer and the Union.

g. Representatives of the Union who are not employees of the bargaining unit may, by prior arrangement between the President of Local 1858 and the Employer, meet with management officials on Union-Employer matters when the requirement arises.

h. Accurate daily records will be maintained by the Employer of Union elected officers and appointed representatives and/or Shop Stewards accounting for total time spent on appropriate labor-management business. Union representatives will provide their supervisors with information that would allow the supervisor to accurately maintain daily records accounting for Union representation time.

ARTICLE 12

TRAINING OF UNION REPRESENTATIVES

It is agreed that proper training of Union officials will benefit both management and the employee. Administrative time for training of Union officials will not exceed 24 hours for any individual within a 12-month period. Any administrative time for training of Union officials will be approved by Management. The Union President will submit in writing to the Employer all requests for administrative time at least 5 workdays in advance of the time requested. The request will include the type of training, purpose, sponsorship, location, date, hours, general subject matter, and the names of the officials that the Union desires to attend the specified training. Management officials will notify the Union whether or not the request for administrative time is approved at least 2 days prior to the time of requested training. Exceptions to the number of hours may be approved by the Employer.

ARTICLE 13

PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

Section 1. General

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirement for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose. The Payroll Servicing Office referred to herein is located in the U.S. Army Missile Command, Resource Management Directorate Office, Finance and Accounting Division.

Section 2. Eligibility

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership any time, provided:

a. The employee has voluntarily completed a request (SF 1187) for such allotment of his/her pay.

b. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of Retirement, FICA or Medicare Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employee Group Life Insurance, Indebtedness to the United States Government, and other authorized voluntary deductions or allotments to be made in the order specified by the employee.

Section 3. Authorization

The procedure for processing authorizations shall be as follows:

a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.

b. The Union will obtain and distribute to its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer. The Union will deliver the completed form to the Civilian Personnel Office (CPO).

c. Authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the allotment authorization by the Payroll Servicing Office and will continue in effect until the allotment is terminated in accordance with Section 5 below.

d. The SF 1187 will contain the name, cost center number, and Social Security Account Number of the employee as it appears on the payroll records.

Section 4. Dues Allotment

Allotted dues will be withheld each pay period in the amount established by the Union. When an employee transfers within the bargaining unit, thereby changing his/her pay period, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of initiation fees, assessment, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The amended amount will be withheld effective the pay period following the effective date specified by the Union. Such changes will not be made more frequently than once each 6 months beginning in January of each year.

Section 5. Termination of Allotment

The Payroll Servicing Office will terminate an allotment:

a. When the Union loses the required recognition under any of the conditions specified in the Civil Service Reform Act of 1978, or other termination will be effective at the beginning of the first pay period after loss of exclusive recognition or termination or suspension of this Agreement.

b. Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within 5 workdays when such a determination has been made by the Union.

c. When an employee voluntarily revokes his allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date.

(1) For an employee whose authorization for allotment (SF 1187) was in effect on 1 September 1978, that employee's anniversary date shall be 1 September of each year.

(2) The anniversary date for any employee whose authorization for allotment (SF 1187) became effective after 1 September 1978 shall be that date (month/day) the authorization for allotment (SF 1187) became effective. (Example: An employee's SF 1187 becomes effective 11 July 1979. That employee's anniversary date shall be 11 July of each succeeding year.)

d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action that would remove him from the local bargaining unit, SF 1188 is the prescribed revocation form to use. It may be obtained from the Payroll Servicing Office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that his/her written revocation is received in the Payroll Servicing Office on a timely basis.

Section 6. Remittance of Dues Withheld

a. Within 10 workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, Redstone Arsenal, Alabama. A statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, giving the following information:

- (1) Identification of installation.
- (2) Identification of Union.
- (3) Alphabetical listing of members or the employee identification number from whom deductions were made and amount of each deduction.
- (4) Total number of members for whom dues were withheld.
- (5) Total amount withheld on this payroll.
- (6) Names of and reason for dropped members from the list.

b. A copy of each written revocation for the pay period in which the revocation is effected will be attached to the statement.

Section 7. Exceptions

The Union agrees to indemnify the Employer for dues erroneously paid to the Union after the provision outlined in Section 5c of this Article has been complied with, and Local 1858 has been notified of the error in writing within 30 days after the anniversary date.

ARTICLE 14

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES HEALTH PLAN

American Federation of Government Employees Health Plan will be presented on the same basis as other approved employee organization health and insurance plans. Representatives of the AFGE Health Plan will be allowed access to Redstone Arsenal and furnished space during open season to explain the health plan to interested employees and to answer questions. Space will be allocated in the Employer's Weekly Bulletin to announce these visits.

ARTICLE 15

HOURS OF WORK AND BASIC WORK WEEK

Section 1. Basic Tour of Duty

The basic tour of duty for this activity will consist of 5 consecutive 8-hour days, 0645-1530 hours, Monday through Friday, less 45 minutes for lunch period each day for the Directorates of Combat Developments, Evaluation and Standardization, Reserve Components Support, the Resource Management Office, Leader Development/Personnel Proponency Office, Office of Inspector General, Command Historian, TRADOC Munitions System Manager Office, Branch Safety Office, and the Training Support and Administrative Support Divisions of the School Secretary. The basic tour of duty for the remaining USAOMMCS organizations will consist of 5 consecutive 8-hour days, 0745-1630 hours, Monday through Friday, less 45 minutes for lunch period each day. A period of 7 consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes the normal work week.

Section 2. Changes in Tour of Duty

Changes in the prescribed basic regular tour of duty for specified individuals or for special groups of employees may be approved by the Employer in those cases where a regular tour of duty would seriously handicap the performance of a function or would result in substantially increased cost. Any official change to the tour of duty as described in Section 1 constitutes a change in the tour of duty.

Section 3. Coverage

a. Tours of duty will cover a minimum of 40 hours per administrative work week for all full-time employees.

b. Wherever possible, the basic 40-hour work week will be scheduled over 5 days, Monday through Friday, so that the 2 days outside the basic work week will be consecutive. As a minimum, one regular day off, preferably Sunday, will be provided.

Section 4. Clean Up and/or Storage Time

Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for clean up, storage of work tools and equipment, and storage of classified material. No across-the-board time will be established. In those instances where it has been clearly established that clean up/or storage time is required, 15 minutes is normally considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 5. Break Periods

a. All work periods must provide for lunch or dinner periods of at least 30-minute durations except in situations where:

(1) Three 8-hour shifts are in operation and an overlapping of shifts to permit time off for lunch or dinner period is not possible. In such a situation, a lunch or dinner period of not more than 20 minutes will be granted and will be considered time worked for which compensation is allowed.

(2) An unusual emergency precluded an employee from taking a lunch or dinner period.

b. When rest periods are granted under the regulations, they will not exceed 15 minutes during each 4 hours worked and may be granted on the basis of equity and reasonableness within the work unit.

ARTICLE 16

ALTERNATIVE WORK SCHEDULE

Section 1.

In accordance with Public Law 97-221, under Title 5, Chapter 61, Subchapter II, Employer agrees to implement a compressed work schedule for all non-instructional employees of USAOMMCS. The alternative work schedule (AWS) (compressed) will be implemented on a trial basis for a period of 1 year. At the end of that year, the Union and management will meet and confer on the advantages and disadvantages of the AWS Program, and if either party so desires, renegotiate this article. Under the compressed work schedule, the employee will fulfill the work requirement in less than 10 days by increasing the number of hours in the workday. The schedule shall be a 5-4/9 schedule. On this schedule, the employee will work 8 days at 9 hours/day, and work 1 day at 8 hours/day, and get 1 day off each pay period. The objective being to afford the employee a 3-day weekend.

Section 2.

a. The Employer of an employee has the responsibility to approve/disapprove an employee participating in the AWS.

b. Employees in the bargaining unit have the right to participate in the AWS. Management will make every effort possible to allow all employees to participate, however, some employees may have to be excluded from participation based on workload or mission requirements. This determination will be made by the Employer. The affected employees will be provided an explanation of the reasons for exclusion. The employees shall be permitted to return to the AWS as soon as practical after the reasons for denying the employees participation have been removed.

c. If it is initially determined that an employee will be excluded from participation for the entire test period, the Employer will inform the Union of the reason(s) for the exclusion.

Section 3.

a. Hours of work for those employees participating in the AWS will be 0645-1630, with 45 minutes for lunch, for the 9-hour days and 0645-1530, with 45 minutes for lunch, for the 8-hour days.

b. An employee who is permitted to participate in the AWS shall remain on the AWS for a minimum of six consecutive pay periods unless the Employer determines the employee should be removed from the AWS or unless mutually agreed by both Employer and employee. The employee will request permission to participate in the AWS by memorandum to his supervisor (see example at enclosure 1).

c. Management will schedule the off day of employees on the 5-4/9 schedule for a Friday or Monday allowing for a 3-day weekend, if permitted by mission requirements. (See the example at enclosure 2 for the work schedule). Days off cannot be accumulated across pay periods.

d. Each employee participating in the AWS will verify his/her time and attendance by initialing his/her MICOM Automated Time Card Entry System (MATES) computer printout certifying time worked.

e. Holidays:

(1) In a pay period with a holiday, the 8-hour workday automatically changes to the employee's holiday for the compressed work schedule.

(2) If there are two holidays in the same pay period, the first holiday will be designated the 8-hour workday; for the second holiday, the employee may work an extra hour or take 1 hour of annual leave.

(3) When a holiday falls on the employee's scheduled day off, it will be the employee's 8-hour workday, and the employee's day off will be taken on the day that was previously scheduled for 8 hours.

f. Sick Leave: The first full day of absence charged to sick leave in any pay period becomes the 8-hour workday, if there is no holiday observed in that pay period. If the employee is absent more than 1 day because of illness, only the first day of absence is charged as an 8-hour day; the remaining days will be charged as 9-hour days.

g. Temporary Duty (TDY): If it is known that an employee will be TDY during a 2-week pay period, the employee will be taken off the AWS for that pay period. If an employee has already worked part of a pay period on the AWS when TDY occurs, the TDY days will be counted as 8-hour days and the employee will be given compensatory time or overtime for all time over 80 hours. If an employee who has worked part of a pay period on the AWS is TDY on the scheduled day off, the employee will receive credit for compensatory time or overtime for all hours over 80 hours.

h. Leave: Leave will be administered in accordance with applicable laws and regulations and the provisions of the negotiated Agreement. Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. For example, an employee who is on the AWS and takes 1 day of annual leave will be charged for 8 or 9 hours depending on whether the leave was taken on an 8- or 9-hour scheduled workday.

i. Training: Employees who are assigned to attend training will adapt their work schedule to facilitate attendance. When the Employer knows in advance of a pay period that an employee on the AWS will perform training during that pay period at a location other than USAOMMCS, the employee's tour of duty will revert to the regular 8-hour workday, 5-day work week.

(1) Training at Redstone Arsenal. Employees will be required to change their scheduled nonduty day to be present for local training. Employees will be expected to return to their work site to complete a daily tour of duty after completion of the training class.

(2) When unanticipated training causes the employee to work in excess of 80 hours in a pay period, overtime or compensatory time will be paid in accordance with applicable laws and regulations. When this unanticipated training results in a shortfall of hours to complete the basic work requirement, provisions will be made by management to ensure excused absence is granted for the shortfall difference.

Section 4.

a. The Employer reserves the right to move an employee from one continuous shift to another, as workload dictates. This will be accomplished in accordance with regulations and the negotiated Agreement.

b. Shift operations will be scheduled for maximum continuity and efficiency in accomplishing the mission.

Section 5.

Overtime will be paid as per Fair Labor Standards Act (FLSA) Regulations governing exempt and nonexempt employees. The employee shall receive pay for all approved overtime hours worked past 9 hours if the scheduled workday is a 9-hour workday, and hours worked past 8 hours if the scheduled workday is an 8-hour workday.

Section 6.

No employee will be mandatorily placed on the AWS if he/she does not wish to participate.

Section 7.

Employees who desire to participate in the AWS shall be free from any and all interference, coercion, restraint, and discrimination. Participation in the AWS shall neither be encouraged nor discouraged by the Employer or its representatives.

ATSK-

MEMORANDUM FOR

SUBJECT: Request for Participation in the Alternative Work Schedule

1. Request approval to participate in the Alternative Work Schedule (AWS).
2. Proposed schedule is as follows:

<u>Pay Period Beginning</u>	<u>Proposed Day off</u>	<u>Proposed Days and Hours of Work</u>
-----------------------------	-------------------------	--

3. I understand that I am required to certify a copy of my MATES computer printout as long as I participate in the AWS. I further understand that this document will be used for pay purposes and falsification constitutes fraud. The DA policy specifies removal for first offense.

Employee's Signature

AWS WORK SCHEDULE

The basic work requirement for the 5-4/9 AWS is 80 hours a pay period (PP) in 9 working days. The employee works 9 hours a day for 8 days and 8 hours for 1 day to complete the basic requirement for the 80 hours. The employee is off 1 day every other week in addition to weekends.

EXAMPLE:

Employee A	Week 1 of PP	Week 2 of PP
Date of Week	M T W T F	M T W T F
Hours Per Day	9 9 9 8 0	9 9 9 9 9
Employee B	Week 1 of PP	Week 2 of PP
Date of Week	M T W T F	M T W T F
Hours Per Day	9 9 9 9 9	9 9 9 8 0
Employee C	Week 1 of PP	Week 2 of PP
Date of Week	M T W T F	M T W T F
Hours Per Day	0 9 9 9 9	9 9 9 9 8
Employee D	Week 1 of PP	Week 2 of PP
Date of Week	M T W T F	M T W T F
Hours Per Day	9 9 9 9 8	0 9 9 9 9

ARTICLE 17

OVERTIME

a. The Employer reserves the right to assign overtime. The assignment of overtime will be based upon mission and workload requirements and on factors which are reasonable and equitable. Individual employees will not be requested to work overtime against their expressed desires so long as full requirements can reasonably be met by other qualified employees as determined by the Employer.

b. The Employer will take into consideration any anticipated overtime when making work assignments and make such assignments so as to distribute overtime as equitably as possible among employees in the same job description and in the same organizational unit where the overtime is to be worked. A proposed disciplinary or other type personnel action against an employee shall not be grounds to deny overtime to that employee. In the event that a dispute arises regarding assignment of overtime, the first-line supervisor and Union representative shall discuss the problem and make every effort to resolve the issue. An overtime list shall be maintained by the supervisor and will be made available for review on the request of an employee or the area Steward.

c. The taking of annual or sick leave within the established administrative work week shall not be used as a basis for denying overtime work and pay to any employee within the bargaining unit.

d. Any employee who is called back to work at a time outside of hours of work unconnected with his schedule shall receive at least 2 hours overtime pay in accordance with applicable pay regulations.

ARTICLE 18

SHIFT OPERATIONS

Section 1. General

Employer shall establish shift operations as necessary for efficient operations and accomplishment of assigned missions under a seniority system provided by this Article.

Section 2. Shift Operations

a. When the Employer determines it essential to change the number of continuous fixed shifts or to otherwise move employees from one continuous fixed shift to another, the selection of employees to be moved will be based on individual employee preferences and qualifications whenever possible. If movement is required contrary to employee preferences, then the selectee will be that employee in the same position, title, grade, and job number with the least seniority as defined in paragraph 2.b of this Article. Consideration may be accorded to employees who are participating in off-duty educational and cross-training programs as a part of their established career plan.

b. Job qualifications being equal, seniority shall be determined based on the service computation date of the employee(s) being affected. Should a tie result, based on identical service computation dates, the tie shall be broken on the effective date of each employee's most recent assignment to USAOMMCS.

c. New employees and an employee rehired after a break in service will not be hired to a specific fixed shift if a qualified in-service employee in the operating organization desires that particular position.

d. It is understood that the application of the principle agreed to above will apply except in those situations where its application would operate to adversely affect unit capability as required by Employer. In addition, Employer reserves the right to effect deviations from this principle when its application would create a situation considered not in the best interest of the Government.

e. Minor deviations from basic shifts for purposes of staggering traffic, and other considerations are not considered different shifts.

f. An employee may not exercise the prerogative of shift selection provided for herein more frequently than once a year except by expressed permission of the supervisor concerned or when compelling factors make such action necessary.

g. Employer reserves the right to place employees on selected shifts for limited periods for training and orientation.

ARTICLE 19

NON-SHIFT SENIORITY

a. In all cases where seniority is used in this Agreement, except for shifts, the following criteria will apply:

- (1) Time in the lowest organizational element
- (2) Service Computation Date
- (3) Length of service in USAOMMCS

b. Union officials, elected or appointed, will have top seniority in all cases where seniority is used.

ARTICLE 20

BUZZERS, BELLS, TIMECLOCKS, ETC.

It is agreed that at no time shall buzzers, bells, whistles, timeclocks, or anything similar be utilized by the Employer to control the starting or stopping of duty time, lunches, or breaks. However, the training departments and the NCO Academy may use a device (e.g., buzzer, bell, or whistle) to regulate class times. Exceptions to the above policy may be made after negotiations with and agreement by the Union. The device(s) will be used to inform students that it is time to go, be seated and get ready for class, or that it is time to begin a scheduled break.

ARTICLE 21

DRESS CODE

The parties agree that the items of clothing worn by the employee shall be clean, neat, well maintained, and appropriate for the job to which assigned.

ARTICLE 22

PROFIT SHARING PROGRAM

a. In the event that the decision is made to implement a Profit Sharing Program, the Employer and/or his designated representatives agree to consult with the Union on the following:

- (1) The intent of the Profit Sharing Program.
- (2) The organizations that are to be included in the program.
- (3) The types of employees to be included in the program.

b. The Employer will negotiate with the Union on matters that are related to personnel policies and practices.

ARTICLE 23

TRAVEL

Section 1. General

a. A copy of the current Joint Travel Regulation shall be made available at the USAOMMCS Technical Library for use by the employees of USAOMMCS.

b. To the maximum extent practicable, travel will be scheduled so that employees may travel during their regular hours of duty. In the event a supervisor schedules an employee to travel during other than normal duty hours, the Employer shall, upon the employee's request, furnish the employee the reasons for necessity of such schedule in writing.

c. When requested by the employee, the Employer agrees to advance funds up to the maximum extent authorized by applicable laws and regulations. On extended TDY, the employee will be authorized to draw accrued per diem through termination of TDY assignment. The employee agrees to submit a settlement voucher no later than 30 days after completion of TDY to settle advance and, if applicable, accrued per diem payments.

d. Pay for an employee in a travel status, outside his regular duty hours, will be in accordance with the provisions of FPM Supplement 990-2, Book 550 and other appropriate regulations.

e. When disputes arise concerning the disallowance of a claim, the employee will discuss the matter with the travel requesting official. If no settlement is reached at this level, the employee and his representative may contact the travel pay office for resolution, guidance, or further processing to higher authority.

Section 2. Quarters and Facilities

a. It shall be the responsibility of the employee to make arrangements for quarters and eating facilities at the TDY location. Employees on TDY away from their official duty station shall be required to utilize Government quarters when adequate quarters are available based on the host Commander's decision under the provisions of applicable regulations. Adequate quarters are considered to be as identified in AR 210-16 and AR 210-52.

b. When an employee believes use of Government quarters adversely impacts the performance of his assigned TDY mission, he may so inform his supervisor. The Employer will investigate the situation, and, if circumstances warrant, will request the order issuing authority to take action as prescribed in appropriate regulations to authorize use of other quarters.

Section 3. Rental Vehicles

Cost of damage to rented automobiles will be reimbursed to the extent authorized by the Joint Travel Regulation.

Section 4. Exceptions

If an employee has documented evidence from a medical authority that he/she has an acrophobia or fear of flying, management agrees to authorize other travel arrangements for the employee.

ARTICLE 24

MERIT PROMOTION

The Employer and the Union agree that merit promotions will be administered in accordance with applicable laws, rules, and regulations.

ARTICLE 25

CIVILIAN CAREER PROGRAM VACANCIES

Section 1. Vacancy Announcements

The Employer will publish in the USAOMMCS Weekly Bulletin each position vacancy to be filled under the mandatory referral provisions of DAC Career Programs.

Section 2. Selection Announcements

Immediately after filling the vacancy, the Employer will publish in the USAOMMCS Weekly Bulletin the name of the employee selected for the position.

Section 3. OPM Vacancies

A current copy of the Federal Job Opportunity List will be posted on USAOMMCS major organizations' official bulletin boards for easy access of bargaining unit employees. A copy of the list will also be available in the USAOMMCS Technical Library.

ARTICLE 26

DETAILS

Section 1. General

All details will be made in conformance with appropriate laws and OPM and DA regulations. Details of employees for 30 calendar days or less within the USAOMMCS may be made by operating officials concerned.

Section 2. Higher Grade Position

a. When it is necessary to detail an employee to a higher grade position, efforts will be made to secure a qualified employee within the organizational unit where the vacancy exists. The employee will be temporarily promoted if the detail lasts for longer than 30 days, and providing the employee meets the minimum qualifications for the higher grade position as specified in CSC Handbook X-118 and/or X-118C.

b. Competitive promotion procedures must be used if after 120 days the position vacancy requires a second detail.

ARTICLE 27

TEMPORARY AND PROBATIONARY EMPLOYEES

Section 1. Temporary Employees

a. This Section applies to temporary employees whose appointments are for more than 90 days. Such employees are in the bargaining unit.

b. Barring exceptional circumstances beyond management's control, temporary employees in the bargaining unit will be given not less than 7 days notice of the termination of their appointment.

c. Temporary employees will be provided a copy of their official position description and be briefed on the conditions of employment upon entrance on duty.

d. Temporary employees shall not be used to circumvent the merit promotion procedure.

Section 2. Probationary Employees

a. The Employer agrees to provide probationary employees a reasonable and fair opportunity to perform their duties in a satisfactory manner.

b. The Employer agrees to evaluate the performance of probationary employees during the probationary period and to counsel with the employee concerning performance deficiencies. The Employer shall give the employees the results of any interim review.

c. Probationary employees will be given at least 7 days notice of their separation.

d. Probationary employees have the same right to Union representation as Career and Career Conditional employees.

ARTICLE 28

CONSULTANTS AND EXPERTS

a. The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants.

b. Consultants or experts shall not be employed solely to avoid the competitive merit promotion procedures.

ARTICLE 29

REASSIGNMENT - NON-RIF RELATED

Section 1. General

It is agreed that compelling needs of the Employer may require the reassignment of one or more employees from one organization within the USAOMMCS to another. Prior to instituting involuntary reassignments, the Employer agrees to notify a Union official.

Section 2. Selection

a. When involuntary reassignment(s) become necessary, the employee(s) selected shall be notified, in writing, not less than 30 calendar days prior to the effective date of such reassignment. This notice shall state the reason the employee was selected and inform the employee of his right to reply. The employee(s) shall be afforded the right to submit in writing, within 15 calendar days, the reasons why he/they should not be reassigned. The reassignment shall not be effected prior to the expiration of the time provided the employee to reply.

b. Before directing an involuntary reassignment from one supervisor to another which becomes necessary due to mission or operational needs, the Employer shall attempt to obtain a qualified volunteer from among those assigned to that job number. When no qualified volunteer is found, the Employer will give due consideration to seniority within the affected organizational element before directing an involuntary reassignment, with the view in mind of transferring the employee with the least seniority.

c. An involuntary reassignment which may become necessary to maintain good order and discipline within the affected organizational element is exempt from the Agreement to canvas for volunteers. Before such an involuntary reassignment is initiated, the supervisor proposing the action will confer with the Vice President, Local 1858 assigned to USAOMMCS.

d. When an employee is reassigned on an involuntary basis, he shall be provided a reasonable time to cross train in the technical aspects of the new assignment.

ARTICLE 30

PRIORITY PLACEMENT

Priority placement candidates will be given due consideration for bargaining unit vacancies in accordance with Civilian Personnel Bulletin No. 162. If a selection is made when more than one priority candidate is identified and there is no significant qualitative difference among them, length of service in the career field may be used as an additional factor in the selection process.

ARTICLE 31

REDUCTION IN FORCE (RIF) AND TRANSFER OF FUNCTION (TOF)

Section 1. Notification

a. The Employer will notify the Union as far in advance of an anticipated RIF or TOF, as is possible to do so. If possible, such notification will be made at least 120 calendar days in advance of the RIF or TOF. The Employer will also provide the following information:

- (1) An explanation of the requirement for the RIF or TOF.
- (2) The approximate number of employees who may be affected initially.
- (3) The competitive levels that may be involved initially.
- (4) The anticipated effective date the action will be taken.

b. The Union will notify the Employer within 15 days whether they wish to negotiate the impact of a RIF or TOF.

c. Upon timely request from the Union, the parties shall meet and negotiate within 30 calendar days of the request. Such negotiations will not impede or negate the management right to implement the RIF or TOF.

Section 2. General

Retention registers for the bargaining unit will be provided within 3 months after the effective date of the Agreement and changes on a quarterly basis. In regard to a RIF, copies will be furnished each time the Employer publishes an updated copy.

Section 3. Reemployment Priority List

The name of any career or career-conditional employee who is separated by RIF action shall be placed on the Reemployment Priority List in accordance with appropriate regulations unless the employee desires otherwise. Employees, who notify the Employer at the time of separation that temporary employment will be accepted, will be considered for positions for which qualified on a temporary basis prior to considering lower category candidates. Acceptance of a temporary position on the Reemployment Priority List will not affect eligibility for reemployment in a permanent position.

ARTICLE 32

COMPETITIVE AREA

The competitive area shall be established in accordance with FPM Supplement 351-1 and after consultation with the Union. Priorities for placement of affected employees within the competitive area or between other U.S. Army activity competitive areas serviced by the Redstone Arsenal CPO shall be carried out in strict accordance with Civilian Personnel Bulletin No. 162, dated 3 April 1979, and subsequent changes or revisions thereto.

ARTICLE 33
COMPETITIVE LEVEL

Section 1. General

Jobs that are so similar in all important respects that the employee can be readily moved from one to the other without requiring significant training, and without unduly interrupting the work program, shall be listed in the same competitive level. Characteristics shared by all positions in a competitive level are similarity of duties and responsibilities, pay schedule, terms of appointment, and similarity of requirements for experience, training, skills, and aptitudes. Positions will be assigned to competitive levels in accordance with the requirements above and other applicable criteria in appropriate regulations. Employees will be informed of their initial competitive level and of subsequent changes.

Section 2. Competitive Level Review

Upon request by an employee and/or his representative, the Employer will grant a competitive level review if the employee feels his competitive level is improper.

ARTICLE 34

EMPLOYEE RECORD CARD

a. An Employee Record Card (SF 7B) is provided for use by supervisors for recording personnel actions, training, and qualifications and for noting commendations, reprimands, and other matters pertinent to personnel management responsibilities. The card is not used for personal type memoranda.

b. The employee will be permitted to review his individual record card upon request to the supervisor.

c. A supervisor will allow only other employees with a valid need to know to see or review another individual's Employee Record Card.

d. Prior to placement of detrimental data on the Employee Record Card, the supervisor will discuss same with the employee concerned. The employee and the supervisor will each initial the card to indicate the required discussion occurred. At such time as the performance appraisal is prepared, the supervisor and the employee will review the Employee Record Card to ascertain if the card reflects detrimental information that is not substantiated by SF 50 action. If so, supervisors will ascertain if the condition which prompted the entry has been corrected. If the condition has been corrected, the entry will be removed from the Employee Record Card.

e. When the detrimental data is removed from the Employee's Personnel Folder, all copies will be removed and forwarded to the employee through the supervisor. Notations of such data will then be deleted from the Employee's Record Card.

ARTICLE 35

TRAINING AND EMPLOYEE DEVELOPMENT

The Employer will provide employees with training and development opportunities which will enable the employees to do their work effectively, attain their career objectives, and accomplish their mission. Such opportunities will be based on the need both of DA and on the need of the employee. Within available resources, special emphasis will be given to training which would tend to qualify employees for other positions in the event of displacement. Such training and development will be planned and executed according to AR 690-400, MICOMR 690-15, and other applicable career regulations.

ARTICLE 36

LEAVE

Section 1. Annual Leave

a. Employees shall earn annual leave in accordance with applicable laws. Accrual of annual leave is a right of the employee and its accrual may not be denied. The taking of annual leave is also a right of the employee, subject to leave being scheduled in accordance with work requirements. Every reasonable attempt will be made to satisfy the desire of employees with respect to approving annual and emergency leave. The number of employees to be granted annual leave during holiday periods will be based upon the supervisor's estimate of workload and/or operational requirements. Overtime shall not be used solely as a basis for denial of scheduled and/or emergency annual leave.

b. When the Employer finds it necessary to refuse or cancel leave and the refusal or cancellation results in the employee losing leave at the end of the year, if requested, the reasons for such action will be furnished in writing to the affected employee. Any annual leave that the employee would lose at the end of the leave year, because of the refusal or cancellation, may be restored to the employee's leave account as prescribed in FPM Supplement 990-2.

c. When an employee at the worksite requests annual leave either orally or by submitting an official leave request form, the supervisor or his designated representative shall either grant or deny the employee's request immediately if leave is being requested for the same workday, or not later than the end of the same day if emergency leave is being requested for the immediate following and/or subsequent workdays.

Section 2. Sick Leave

a. An employee has a right to use accrued and accumulated sick leave whenever he is incapacitated by reason of illness or injury; is receiving emergency medical, dental, or optical examination or treatment; or would jeopardize the health of others because of exposure to a contagious disease. Approval, of course, is contingent upon submission of acceptable support evidence. In the absence of fraud or subterfuge, the entitlement to use sick leave is a basic right of every employee which may not be denied. The right of the employee to take sick leave for nonemergency medical, dental, or optical examination is subject to the requirement that sick leave be requested in advance and to the authority of the designated official to approve or disapprove the proposed time based on the need for the employee's services.

b. Employees shall earn sick leave in accordance with applicable statutes and regulations.

c. Notice of illness or disability shall be given by the employee to their supervisor or his representative as soon as possible and normally not later than 2 hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the 2-hour limit, the employee will report his absence as soon as possible. When an employee is requesting sick leave, for work load planning purposes, the employee will, to the best of his ability, inform his supervisor or designated representative as to when he may be expected to return to work.

d. Normally, an employee shall not be required to furnish a doctor's certificate to substantiate a request for sick leave for 3 workdays or less. However, in cases where there is reasonable cause to suspect abuse of sick leave and after the employee has been properly counseled, a written notice may be issued the employee that he must furnish a medical certificate to support any period of sick leave. The notice will include the factual reasons therefore.

e. It is agreed that all such cases requiring a medical certificate for each absence shall be reviewed by the immediate supervisor for the purpose of determining when such a requirement can be eliminated. Each review shall take place at the end of 6 months from the date of issue of the written notice requiring a doctor's certificate and shall be removed from the employee's record if the situation has been corrected for a continuous period of 6 months. Certificates must be submitted by the employee within 7 calendar days after return to duty.

f. Periods of absence of sick leave in excess of 3 consecutive workdays ordinarily must be supported by a medical certificate to be filed within 7 calendar days after return to duty. In certain instances, it may be unreasonable to require such a certificate. In such cases, a signed statement by the employee stating the nature of his need for such leave and the reasons why a certificate was not obtained may be accepted in lieu of a certificate.

g. Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of other applicable sections of this Article and pertinent regulations.

Section 3. Excused Absence for Climatic or Disaster Conditions

a. When appropriate notice has been received that all or part of the installation will be closed because of climatic or disaster conditions, the Employer will notify employees and will excuse eligible employees as defined in CPR 990-2 from duty without loss of pay or charge to leave for the period that the installation or part of it is closed.

b. The Employer and the Union agree that the following shall apply:

(1) Employees who are on prior approved annual or sick leave for the entire day will be charged leave only for the period of time up to the early dismissal.

(2) Employees who after having been on duty during the first part of the day absent themselves on either approved annual or sick leave before notice of early dismissal decision is received will be charged leave only for the period of time up to the time of early dismissal.

(3) Employees who apply for annual or sick leave after the receipt of an early dismissal will be charged leave in multiples of 1 hour for the time to the early release.

(4) When an employee is forbidden by state or local authorities to proceed on a public roadway and a reasonably accessible alternate route is not available then the employee may request excused absence in accordance with MICOMR 690-2.

Section 4. Maternity Leave

Any female employee may be granted sick leave, annual leave, or leave without pay (LWOP) in accordance with appropriate regulations for purposes of pregnancy or child bearing. A female employee may use available sick leave to cover the time required for physical examinations and/or periods of incapacitation due to pregnancy. Male employees may be granted annual leave, or LWOP for paternity purposes.

ARTICLE 37

SPECIAL HOLIDAYS

Employees, who are required to work when the majority of the Command's personnel are not required to work because of special holidays that are established by Executive Order, will be paid in accordance with applicable laws.

ARTICLE 38

ESTABLISHED POSITIONS

USAOMMCS agrees to comply with provisions of AR 570-4, and changes thereto, regarding the occupancy of military and civilian tables of distribution and allowances (TDA) spaces.

ARTICLE 39

JOB DESCRIPTIONS

Section 1. General

Job descriptions will be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties and responsibilities will be covered by the same job description.

Section 2. Distribution

Copies of job descriptions will be distributed to each employee upon completion of official personnel action when organizational survey or individual action affects the employee's duty assignment.

Section 3. Other Duties as Assigned

The definition of "other duties as assigned" is contained in MICOMR 690-5.

ARTICLE 40

JOB CLASSIFICATION

a. The Employer will establish positions that are in consonance with mission requirements.

b. Any employee in the bargaining unit who believes that his position is improperly classified will first consult with his supervisor for information as to the basis for the classification of his position. If the employee is not satisfied with the explanation received, the supervisor will request consultation by a classification specialist of the CPD with the employee and the supervisor in an effort to resolve the employee's dissatisfaction informally.

c. In the event that the employee's dissatisfaction concerning the classification of his position cannot be informally resolved, he will be informed by the supervisor as to the appeal channels that are available to him as prescribed by classification appeal regulations and procedures. He may designate a representative of his choosing.

d. When a determination has been made by the Employer to change the grade of a filled position to a lower grade in a classification action, the Union President will be notified prior to final implementation.

ARTICLE 41

POSITION CLASSIFICATION STANDARDS

Section 1. Review

The Employer agrees to send to the Union all proposed new or changed Classification Standards which are referred by higher headquarters to the Employer for comment. The Union agrees to review such proposed Classification Standards and to provide in a timely manner an appropriate written response to the Employer. The Employer shall forward the Union's response to the higher headquarters from which the proposed standards were received.

Section 2. Union Proposals

The Union agrees to send to the Employer all Union initiated proposals for changes to existing Classification Standards. The Employer agrees to review such proposals and to provide appropriate written comments to the Union in a timely manner.

ARTICLE 42

PREMIUM PAY FOR HAZARDOUS DUTY

Section 1. Pay for Irregular or Intermittent Duty Involving Physical Hardship or Hazard (for General Schedule Employees)

The Employer agrees to pay hazard pay differential to General Schedule (GS) employees who are assigned to and perform hazardous duty and duties involving physical hardship as specified by appropriate regulations.

Section 2. Environmental Differential (For Wage Grade Employees)

a. An official listing of bargaining unit positions, subject to and authorized by Environmental Differential compensation, shall be maintained by the Commander or his designated representative.

b. Employees assigned to these positions will be paid the authorized differential for actual exposure to the specified environmental conditions in local work operations.

c. The Employer and the Union will negotiate in:

(1) Establishing the basis to justify that a position's work conditions will be listed as qualifying for environmental differential.

(2) Effecting any authorized change to the list of positions subject to Environmental Differential compensation.

d. In situations where hazardous conditions exist, the employees affected will receive premium pay as long as the condition exists. In cases where the hazardous condition can be engineered out, the employees affected will receive premium pay until the condition is corrected.

Disagreements applicable to this Article will be processed under the Grievance Procedures.

ARTICLE 43

TABLES OF DISTRIBUTION AND ALLOWANCES

Section 1. General

A copy of the current TDA and Manning Rosters will be provided upon request to the Vice President of Local 1858, AFGE for the USAOMMCS.

Section 2. Notification

Prior to the implementation of approved TDA's and changes thereto, having a decided impact on the civilian work force, the Employer agrees to discuss same with the Vice President of Local 1858, AFGE for the USAOMMCS.

ARTICLE 44
REORGANIZATION

The Union will be briefed in the following manner:

a. Briefed as soon as possible prior to the organization being established.

b. The briefing will show the present organizational structure and the proposed organizational structure to include grade, title, and series.

c. The Union will be furnished the proposed reorganization information as appropriate.

d. Any planned adverse actions will show the grade, series, title, and names of employees affected when available.

e. At the time that additional information is known, the Union will be notified.

ARTICLE 45

DISCIPLINARY ACTIONS

Section 1. General

Discipline will be administered in a fair and impartial manner. The Employer and the Union agree that emphasis will be placed on preventing situations requiring disciplinary actions through effective employee relations.

Section 2. Procedures

- a. Disciplinary actions shall be initiated in a timely manner.
- b. Disciplinary actions must be supported by appropriate and specific evidence such as dates, incidents, witnesses, or concise reference to the employee's actions.
- c. When the supervisor wishes to record oral counseling for "record" purposes, the supervisor will discuss the matter with the employee concerned prior to placement on the Employee Record Card. The supervisor and the employee will each initial the card to indicate the discussion has occurred. The employee will be informed when the entry has been removed from the Employee Record Card.
- d. Whenever a supervisor contemplates proposing formal disciplinary action against an employee, the employee will be orally informed of this at the earliest date (insofar as practicable). It is agreed that this constitutes only of informing the employee that disciplinary action is being considered.
- e. The employee is entitled to have a representative present at any discussion with management personnel concerning disciplinary action.

Section 3. Laws and Regulations

In imposing formal disciplinary action, i.e., written reprimands, suspensions, removals, such action will be administered in accordance with applicable laws and regulations.

ARTICLE 46

ADVERSE ACTIONS

a. The Employer will administer adverse actions to employees in a fair manner in accordance with applicable laws and regulations.

b. Eligible employees being given a suspension of more than 14 days or removed from the Federal Service are entitled to appeal to the Merit Systems Protection Board or may file a grievance under the negotiated grievance procedure contained in this Agreement, but not both.

c. If a decision is made as a result of appeal or grievance to modify or reverse an adverse action taken against an employee, the Employer will restore the employee's lost pay and benefits.

ARTICLE 47

WORKER'S COMPENSATION

a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of USAOMMCS who are injured, become ill, or die as a consequence of their employment. Such benefits are available to bargaining unit members and shall constitute the remedy for work-related injury or disease for USAOMMCS employees.

b. When there is an on-the-job injury, the injured employee should obtain medical attention as soon as possible. An injured employee shall report every injury to the supervisor.

c. The injured employee or a person acting for him shall complete the required injury forms and give them to the immediate supervisor. The employee must supply specific details concerning the injury.

d. If any employee feels he has not received fair treatment regarding an on-the-job injury or occupational disease, it may be reported to the Compensation Claims Office.

e. The Union may assist an employee with Compensation Claims at the employee's request.

f. The Employer will insure that all members of the bargaining unit are made aware of their rights covering Worker's Compensation.

g. The Employer will provide the Union with the name of a contact point who may be contacted by an employee in the bargaining unit to provide information and assistance in processing an injury claim which the employee has filed. The name of the designee shall be provided to the Union within 30 days after the effective date of this Agreement. The designation will be kept current.

h. When a representative of the Union is authorized by the employee to represent him in a Compensation Claim, the representative shall be afforded cooperation by the CPO, medical officials, safety officers, and the supervisors involved. Further, when a Union representative is required to attend a compensation hearing that is held by the Labor Department and that hearing is more than 35 miles from the command, he or she shall be carried in a duty status for that period of time. The official amount of time during a calendar year will not exceed 32 hours.

ARTICLE 48

SURVIVOR'S BENEFITS ORIENTATION

In the event of the death of a bargaining unit employee, the Employer shall contact the surviving spouse, or other eligible survivor as appropriate, not later than 10 workdays following the employee's death to arrange a briefing concerning the survivor's rights and benefits. The briefing will be held at the earliest convenient date.

ARTICLE 49

CIVILIAN COUNSELING SERVICES

a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family, and legal problems, etc., may also create medical behavioral problems. Each of these problems may cause poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union agrees to work with the Employer in support of the problem and consult on employee illnesses related to alcoholism, drug abuse, and emotional-behavioral problems.

b. The Employer and the Union recognize alcoholism, drug abuse, and emotional-behavioral problems as treatable health problems that may affect job performance. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Community Counseling Service.

c. The Community Counseling Service is designed to assist employees in:

- (1) Prevention and treatment of alcohol abuse and alcoholism.
- (2) Prevention and treatment of drug abuse and dependency on drugs.
- (3) Refer employees with emotional-behavioral problems to the appropriate agency.
- (4) Counseling with families of employees with alcohol, drug, or emotional-behavioral problems.
- (5) Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.

d. Sick leave will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Official time will be granted to employees in the program to attend on-post meetings/counseling during duty hours.

e. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism, or drug abuse to voluntarily seek counseling and information from the Community Counseling Center. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.

f. When a supervisor, through daily job contact observes that an employee is experiencing difficulties in maintaining his job performance, he will discuss the apparent difficulties with the employee. If the employee is unable to correct his job performance difficulties through his own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.

g. The focus on corrective interviews by supervisors is restricted to the issue of job performance. Opinions or judgments on employees with alcoholism, medical-behavioral problems or drug use are prohibited. It must be reemphasized that all referrals by supervisors must be made on objective and factual bases. Referrals to the employee assistance program will be CONFIDENTIAL and not be released other than through official management channels. All information pertaining to an employee's participation in an assistance program will not be released unless authorized by the employee in writing. The Employer will not use information given by the employee in an employee assistance program in subsequent personnel actions.

h. Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, etc., shall receive guidance, counseling, etc., to aid them in coping and understanding the employee in the treatment and recovery process. These services will be provided by the Community Counseling Service at no cost to the employee.

i. If an employee accepts help from the Community Counseling Service for treatment of alcoholism, drug abuse, or emotional-behavioral problems, he will receive counseling and may be referred to community resources or facilities for appropriate assistance.

j. In the event that the Employer determines that an employee should need help from the Community Counseling Service, the employee will be notified that he may have Union representation if he so desires.

k. The Employer's Alcohol/Drug Control Officer (ADCO) and/or Civilian Program Coordinator (CPC) will periodically meet with the Union representatives for the purpose of discussing methods for reaching bargaining unit members needing assistance.

l. The Employer will also meet with the Union and negotiate on any personnel policies and practices affecting conditions of employment with this program. A specifically designated Union representative of the employee may gain access to information in that employee's case file in strict accordance with the procedures in AR 600-85.

m. Management will ensure that all employees are given the opportunity to participate in the required activities of the Community Counseling Service.

ARTICLE 50

EMPLOYEE SERVICES AND CIVIC WELFARE ACTIVITIES

The Employer and the Union agree that the President of Local 1858, AFGt, shall be a consultant to the Commandant in areas of mutual interest in employee services and civic welfare activities. It is further agreed that in execution of laws and regulations governing these activities, the USAOMMCS will be guided by the principle of nondiscrimination.

ARTICLE 51

INCENTIVE AWARDS - SUGGESTION PROGRAM

a. Employees have the right to propose new and innovative ways to carry out the mission or function of the Employer. They may submit individual or joint work plans which may include elements, such as, methods to better accomplish a mission or function of the Employer.

b. The Union recognizes that the Employer has the responsibility for development and implementation of the Incentive Awards and Suggestion Program in accordance with appropriate laws and regulations.

c. Union representatives will be invited to participate in the deliberation of the Incentive Awards Committee with respect to:

(1) Planning suggestion program activities to stimulate participation.

(2) Establishing suggestion program goals and targets.

(3) Evaluating suggestion programs progress and appraisal of employee, supervisor, and management reactions.

d. The Incentive Awards Program annual report will be provided to the President of Local 1858, AFGE.

ARTICLE 52

EQUAL EMPLOYMENT OPPORTUNITY

a. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, creed, color, age, sex, or national origin.

b. The Union and the Employer shall cooperate to the fullest extent to assure Equal Opportunity in training, promotional, and other conditions of employment for all employees.

c. The Union recognizes that the Employer has the responsibility for development and implementation of the Federal Equal Opportunity Recruitment Program (FEORP) policies and procedures. The Union agrees to work in concert with the Employer in support of this program which is designed to correct the under-representation of minorities and women in the work force.

d. Activities, facilities, services, and training programs operated, sponsored, or participated in by this installation will be made available to all employees without discrimination.

e. The Employer shall provide a copy of the annual progress report on the Equal Employment Opportunity Program to the Union and also a copy of published statistical information to the Union when such information is specifically requested and identified by subject matter.

ARTICLE 53

SEXUAL HARASSMENT

a. The Employer's policy is to provide a workplace free of sexual harassment. This prohibition applies to anyone of the same or opposite sex. Prohibited actions include:

(1) Requesting sexual favors.

(2) Making continued requests for social engagements once an individual has stated that he/she is not interested in such contacts.

(3) Constantly commenting on an individual's physical attributes.

b. Disciplinary actions may be taken in substantiated cases of sexual harassment supported by documented proof and/or witnesses. The complaint will be subjected to a complete review process before any disciplinary action is initiated.

ARTICLE 54

RESERVED PARKING

Section 1. General

a. The Employer agrees that establishment of appropriate reserved parking spaces shall assist in conservation of energy and promote reductions in transportation costs for employees.

b. Reserved parking spaces will be assigned in the following priority order based on the shortest walking distance to the work area:

(1) **Official Vehicle Spaces** - The number of spaces for official vehicles shall be limited to a reasonable and justifiable number. Elected Union officials will be furnished official vehicle parking permits.

(2) **Handicapped Spaces** - Adequate spaces to accommodate physically handicapped personnel will be made available to those employees who have been issued a DA Label 165 and have affixed the label to the bumper of vehicles or those employees who have been issued SMI Form 1272-1 (Temporary Handicap Parking Permit).

(3) **Official Visitor Spaces** - The number of spaces for visitors shall be limited to a reasonable and justifiable number.

(4) **Carpools/Vanpools Spaces** - Personnel parking in these spaces must have two or more regular members. Carpool/vanpool spaces will be assigned as shown below:

(a) The Employer will issue a special numbered card to individual car/van pools. The primary carpool applicant will fill out a form listing the members of the pool, their places of work, and home addresses. Space assignments will include one for each car/van pool registered at the work site but may be adjusted after utilization studies are made. Individual spaces will not be assigned to individual car/van pools. Carpool parking spaces will be identified by distinctive markings or signs. Cars/vans displaying an authorized pool permit may park in any such space on a first-come basis.

(b) Car/van pool members must report any change in status to the Employer. If a car/van pool breaks up, the parking permit must be turned in to the Employer who issued the permit.

(5) **Management Spaces** - Individual reserved spaces are limited to the position shown on the organization chart as Directorate Chief, Department Chief, Division Chief, and their Deputy Chief and the senior NCO at that level.

c. The Commandant, Assistant Commandant, Deputy Assistant Commandant, and School Command Sergeant Major shall retain their present parking assignments.

BLANK

ARTICLE 55

NEW TECHNOLOGY

Whenever the Employer proposes to acquire and/or implement any mechanical device or system based upon new technology which may adversely impact on employees in the bargaining unit, the Employer will consult with the Union on any adverse affects. When adverse conditions occur, appropriate training for affected employees will be established which may enable the employees to maintain or enhance their pay status.

ARTICLE 56

HEALTH AND SAFETY

Section 1. Health

Occupational health and emergency medical service will be provided by the Employer in accordance with appropriate laws and regulations from higher authority.

Section 2. Safety

a. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

b. The Employer agrees to compile and maintain a record of all known and recordable accidents or reported possible causes of potential accidents.

c. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. The Employer and the Union agree that one employee, recommended by the Union, be appointed membership on each USAOMMCS Safety Committee. The Employer and the Union further agree that one qualified employee, recommended by the Union, be appointed to coordinate safety matters with the Safety Director of USAOMMCS. The Union agrees to support fully and promote the principles and regulations of the USAOMMCS Safety Program through their communications media and will cooperate with the Employer in specific safety campaigns, such as may be conducted during major holiday periods.

ARTICLE 57

CONTRACTING-OUT UNDER THE COMMERCIAL ACTIVITIES PROGRAM (CAP)

a. The Union recognizes the Employer's right under Public Law 95-454 to determine methods, means, and personnel required to accomplish the mission of the Employer. The Union also recognizes that the Employer has the right to make determinations with respect to contracting-out, subject to the limitations prescribed in the Defense Authorizations Act for the FY Funding, in effect at the time.

b. The labor organization has a legitimate interest, right, and obligation to negotiate on personnel, policies, practices, and other matters affecting conditions of employment for all employees of the bargaining unit. The Union and the Employer recognize that contracting-out a service or function that has historically been performed by bargaining unit employees may have an adverse affect on the condition of employment of the affected employees in the unit.

c. The Employer and the Union further agree that contracting for services by the Employer is subject to certain restrictions imposed by law and Government-wide relations.

d. When contracting-out is being considered that would have an impact on the bargaining unit, the Employer will consult with the Union. When the decision is made to contract out work being performed or work that would be performed by employees of the unit, the Employer will consult or confer as appropriate with the Union as early as practicable as to the impact of the conditions of employment of the employees in the unit.

e. The Union will be notified as soon as practicable of the Employer's intent to solicit bids/offers under the Commercial Activities (CA) Program. The purpose of the Employer soliciting these bids and offers will be to determine the cost of contracting out an on-going function or a new requirement. The Union will be notified of this action prior to the issuance of a solicitation.

f. The Employer will strive to ensure that any statement of work shall be complete and accurate before being included in any solicitation.

g. The Employer will furnish the Union a copy of the solicitation at the time that the procurement package is released. If the result is in favor of contracting-out and with appropriate administrative approval, the Employer will then make available to the Union the completed cost comparison form, the in-house cost estimate and its detailed supporting data, and the awarded contract.

h. The Union will be notified as to the time and place of the bid openings of the formally advertised procurements. A Union representative will be given an invitation to attend the meeting.

i. A Union representative will be invited to attend the public announcement of the results of the Employer's cost comparison determination.

j. The Employer is obligated to perform CAP in accordance with applicable laws and regulations and provisions of this Article.

k. If requested, the Union will be provided a copy of the contract as soon as possible after the award of the contract.

l. The Employer agrees to make every effort possible to place employees who are in a RIF status, because of contracting out, into other Civil Service jobs at an equal or lower graded position.

ARTICLE 58

IMPACT BARGAINING

a. The Union retains the right as granted by Public Law 95-454, to negotiate with the Employer concerning:

(1) Procedures which the Employer will observe in exercising management's rights under 5 US Code 7106.

(2) Appropriate arrangements for employees adversely affected by the exercise of management's rights by the Employer under 5 US Code 7106.

b. The Employer agrees to negotiate at the Union's request, the impact of the implementation of regulations which change the conditions of employment within the bargaining unit.

c. Management agrees that directives published by subordinate organizations within USAOMMCS, and which affect conditions of employment, shall be submitted to the Union sufficiently in advance of implementation so that the Union can review and respond.

ARTICLE 59

FITNESS FOR DUTY PHYSICAL EXAMINATION

All requests initiated by the Employer for Fitness-for-Duty Physical Examinations shall be in writing, provide prior notification of the examination, and meet all applicable regulatory requirements.

ARTICLE 60

USE OF OFFICIAL FACILITIES

Section 1. Membership Meetings

Government facilities will be made available, whenever practicable and upon request to the Employer, for meetings of USAOMMCS members of Local 1858, AFGE outside regular work hours.

Section 2. Representation Meetings

Government facilities will be provided the Union, whenever practicable, for meetings with individual employees regarding complaints and/or grievances and will ensure maximum privacy for such meetings. Facilities will be arranged for by the Union through the supervisor concerned.

Section 3. Scheduling and Policing

Facilities will be scheduled and subject to normal housekeeping and security requirements.

Section 4.

The Employer shall furnish the elected USAOMMCS Union Vice President with a Class A telephone.

ARTICLE 61

EVALUATION OF INSTRUCTION

Section 1. Written Evaluations

a. Classroom evaluation of instructor personnel, relating to matters for which they are responsible, will be made by appropriately qualified personnel as determined by management.

b. Favorable/unfavorable instructional comments will be reviewed by appropriate management personnel to determine if comments are valid.

c. Instructors shall be permitted written and/or verbal rebuttals to the evaluation, and such reply, if written, shall become an integral part of the evaluation record.

d. The classroom evaluations will be applied to employees in a fair and objective matter.

Section 2. End of Course Critique

a. "End of Course" critiques or evaluations containing adverse comments concerning an instructor shall:

(1) Be in writing.

(2) Be dated.

(3) Be specific, listing names, dates, and actions or omissions claimed against the instructor.

b. The instructor shall be permitted written rebuttals and an opportunity to defend his position.

ARTICLE 62

WITHIN GRADE INCREASES FOR CLASS ACT EMPLOYEES

Section 1. General

Advancements in pay called "within grade" increases for Class Act employees whose performance is at an acceptable level of competence are provided for those employees who have met the prescribed length of service in grade (waiting period).

Section 2. Employee Performance

The supervisors will keep the employees currently advised of their performance. The determination as to whether an employee is or is not performing at an acceptable level of competence will be based on the employee's performance during the waiting period.

Section 3. Initial Determination

Initial determinations will be made by the immediate supervisor responsible for recommending performance ratings.

Section 4. Performance Improvement

If a determination has been made that an employee's performance is not at an acceptable level of competence, the supervisor will inform the employee in writing stating the reasons thereof. Normally, the written notice should be given to the employee at least 60 calendar days prior to the proposed effective date of the within grade increase unless an administrative error has been made. The employee will be given 60 calendar days to improve his/her performance. In the event that the employee's performance is acceptable, the within grade increase will be granted on the date that it was originally due.

Section 5. Negative Determination

If an employee receives a negative determination, he/she may, within 15 calendar days of receipt of the notice of negative determination, submit a written request for reconsideration through supervisory channels to the CPO. The employee has a right to select a representative of his/her choice.

a. The employee's written request must include:

- (1) The employee's name and organization.
- (2) The reasons why he/she believes the decision should be reconsidered.
- (3) Whether or not he/she desires an investigator be appointed.

b. If the employee has requested an investigator, a list of these investigators will be furnished the employee within 7 workdays. Selection of an investigator by the employee shall be accomplished within 3 workdays after receipt of the list. Once the investigator has been officially designated, he will be furnished the reconsideration file.

c. The investigator shall immediately upon receipt of the reconsideration file initiate an investigation of the case. When considered appropriate by the investigator, the investigation may include an informal hearing. However, if the employee requests the opportunity to orally present the reasons he/she believes the decision should be reconsidered, the investigator will make the necessary arrangements to hear the employee's oral presentation and prepare a written summary thereof as part of his/her report of investigation. The investigator will complete his/her investigation and furnish his/her report to the Commandant within 15 workdays after receipt of the reconsideration file.

d. The Commandant will issue a decision to the employee within 15 workdays after receipt of the investigator's report. A copy of the investigator's report will be provided the employee and his/her representative.

e. If the employee has not requested the appointment of an investigator, the Commandant will render a decision within 15 calendar days after receipt of the request for reconsideration. If the Commandant's decision sustains the original negative determination, the notice of decision will inform the employee of his/her right to appeal that decision to the Merit Systems Protection Board and of the time limits within which he/she may file his/her appeal.

ARTICLE 63

FREEDOM OF INFORMATION

All freedom of information requests will be handled in accordance with AR 25-55, dated January 1990, and interim change to AR 25-55, dated 30 September 1991, and other appropriate regulations.

ARTICLE 64

EMPLOYEE'S PERSON AND POSSESSIONS

Section 1.

Unless there is just cause or reason to suspect an individual employee, any search of an employee's person or possessions (personal property, assigned desk/locker/vehicle) must be part of a generally applied security check.

Section 2.

In cases other than security reasons, USAOMMCS supervisory/management personnel will not search an employee's personal belongings or property under the employee's control unless the employee or a witness is present when the search is made.

ARTICLE 65

PERFORMANCE APPRAISAL SYSTEM

Section 1. General

The Employer's performance appraisal system will be applied to bargaining unit members in a fair, objective, equitable, accurate, and job-related manner. The Employer and the Union agree that the appraisal system will be in conformance with Title VII of the Civil Rights Act of 1964, as amended and the Department of the Army's Performance Management System, AR 690-400, Chapter 430. Where performance measurement is to be accomplished, this procedure will be the sole negotiated procedure for bargaining unit members. Where supplementary agreement or regulations below DA level conflict with these procedures, this Article will govern.

Section 2. Definitions

For the purpose of the Article, the following definitions will apply:

a. Major Job Element - A major duty or responsibility consistent with the employee's position description that can be objectively evaluated or measured.

b. Critical Element - A component of an employee's job that is of sufficient importance that performance below the minimum standard established by management would render acceptable performance of the job as a whole impossible and require remediable action as outlined in the appropriate regulation.

c. Performance Standard - A statement of objective requirements measuring acceptable level of achievement for major and critical elements. All performance standards will be in accordance with Section 1.

Section 3. Procedure for Establishing Elements and Performance Standards

a. Performance standards must reflect the duties assigned employees. These duties must be consistent with those covered in employee's official position descriptions.

b. Performance standards will be established in accordance with 5 USC 4301.

Section 4. Performance Appraisal Rating

a. Employee performance appraisal will be based on written standards. Employees will be appraised only on major job elements listed as critical or non-critical.

b. The written performance appraisal will describe the results achieved by the employee related to the major elements being appraised.

c. Employee will be advised for each major element if the performance standard was:

(1) Exceeded

(2) Met

(3) Not Met

d. Employees will be rated annually. The rating will be completed within 20 working days of the anniversary date, except where an extension is warranted as per application regulation.

Section 5. Relation of Performance Appraisal System to Personnel Actions

a. Performance awards (Quality Increases, Performance Awards) are initiated by the supervisor and awarded at management discretion.

b. Promotion:

(1) A performance evaluation of fully successful (satisfactory) or better will be one of the major factors in considering employees for promotion.

(2) The Employer will provide employees with training and development opportunities, which will enable the employees to do their work effectively and attain career objectives, consistent with the mission requirements and established objectives of the Employer.

c. Other Personnel Actions:

Results of performance appraisal will be used as basis for training, rewarding, reassigning, promoting, reducing in grade, retraining, and removing employees.

Section 6. Procedures for Applying the Performance Appraisal System

a. At the beginning of the appraisal period, a copy of the Performance Plan shall be given to each employee. The form shall show the major job elements and critical and non-critical elements and the corresponding performance standards. An explanation will also be given of the three summary ratings and how they will be applied.

b. During the rating period, all unit employees will be interviewed regarding their performance:

(1) Performance appraisal conferences shall take place a minimum of three times during the evaluation period at approximately 4-month intervals.

(2) All performance appraisal conferences will be reduced to writing with a copy to the employee.

(3) During appraisal conferences, the supervisor will ensure timely identification of the employee's strengths and weaknesses. The supervisor will explain, in writing, how the employee may improve performance except when a fully successful (satisfactory) rating or higher is to be given. Where improvement is required, counseling and assistance shall include training and setting short-term specific actions to be accomplished within a set time limit before considering whether to initiate actions adverse to the employee.

(4) The employee may make written comments in response to any performance appraisal conference.

Section 7. Discussion With Rater

Upon completion and receipt of the regular annual performance evaluation, the employee may request an audience with the rater and at the time be accompanied by a Union representative to discuss with the supervisor the assigned rating. Should the employee still disagree with the assigned rating and wish to pursue a grievance, this meeting may serve as the first step of the grievance procedure.

Section 8. Grievance

Employees who are dissatisfied with any aspects related to the application of this performance appraisal system (except identification/establishment or major and critical elements and performance standards) may file a grievance under the negotiated grievance procedure.

ARTICLE 66

NEW EMPLOYEES

a. As part of the employee's orientation, new employees shall be informed of the Union's exclusive recognition status.

b. In the USAOMMCS orientation for new employees, the Employer will provide a handout with the name, location, and telephone number of the AFGE Vice President for USAOMMCS.

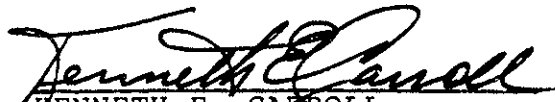
ARTICLE 67

GRIEVANCE PROCEDURES

The employee and the Union agreed that the grievance procedures outlined in MICOMR 690-20 will be followed by both parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTIVE THIS
AGREEMENT THIS 19 DAY OF DECEMBER 1991.

FOR MANAGEMENT:


KENNETH E. CARROLL
CHIEF NEGOTIATOR



BOBBY LOVELL, MEMBER


WALTER J. PICKETT, MEMBER

REVIEWED BY:



LEROY DANIELS
CIVILIAN PERSONNEL OFFICER

APPROVED:


JAMES W. BOBBIE, JR.
COLONEL, ORDNANCE CORPS
COMMANDANT

FOR THE UNION:


GEORGE W. ALLEN, JR.
CHIEF NEGOTIATOR


WENDELL HOPKINS
PRESIDENT, LOCAL 1858
AFGE